

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Bruce Bernard, Director, Public Works Director/797-1240

**PREPARED BY:** Carol Knutsen, Administrative Aide/797-1243

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** District 4

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE CONSTRUCTION AND MAINTENANCE OF A MULTIPURPOSE TRAIL BY THE TOWN OF DAVIE AT VISTA VIEW PARK.

**REPORT IN BRIEF:** The Town seeks to complete the connection of SW 142 Avenue (Boy Scout Road) trail on the southern end to Linear Park. This trail segment would provide linkage of two trail segments within District 4. Interlocal agreement with Broward County is required for use of Vista View Park property to extend existing trail network. Adequate right-of-way does not exist within this portion of roadway to safely install a trail segment without use of Broward County Park property.

**PREVIOUS ACTIONS:** N/A

**CONCURRENCES:** Town has other interlocal agreements with Broward County

**FISCAL IMPACT:**

Has request been budgeted? Yes

If yes, amount needed: \$8,600.00

Account name: Capital Improvement – Recreational Trails

**RECOMMENDATION(S):** Motion to approve the resolution

**Attachment(s):** Resolution, Interlocal Agreement, Exhibit A – Vista View Park Recreational Trail

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR CONSTRUCTION AND MAINTENANCE OF A MULTIPURPOSE TRAIL BY THE TOWN OF DAVIE AT VISTA VIEW PARK

WHEREAS, the Town of Davie and Broward County have determined a multipurpose trail on the Vista View Park eastern property is mutually beneficial to both parties; and

WHEREAS, Broward County desires to allow the Town of Davie to construct and maintain the trail section; and

WHEREAS, the Town of Davie desires to enter into the Interlocal Agreement with Broward County attached as "Exhibit A" which sets terms and conditions for installation of this multipurpose trail on Broward County property.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

Section 1. The Town Council hereby authorizes the Mayor and Town Administrator to execute the Interlocal Agreement with Broward County for the Vista View Park site which is attached as "Exhibit A".

Section 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005.

INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

TOWN OF DAVIE

for

CONSTRUCTION AND MAINTENANCE OF A MULTIPURPOSE TRAIL BY THE  
TOWN OF DAVIE AT VISTA VIEW PARK

INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

TOWN OF DAVIE

for

CONSTRUCTION AND MAINTENANCE OF A MULTIPURPOSE TRAIL BY THE  
TOWN OF DAVIE AT VISTA VIEW PARK

This is an Interlocal Agreement ("Agreement"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

TOWN OF DAVIE, a municipal corporation of the state of Florida, hereinafter referred to as "TOWN."

WHEREAS, it is the purpose and intent of this Agreement for COUNTY and TOWN, pursuant to Section 163.01, Florida Statutes, to cooperate and provide for a means by which each governmental entity may exercise its respective powers, privileges and authorities which they share in common and which each might exercise separately in order to further a common goal; and

WHEREAS, TOWN and COUNTY desire to embark on a cooperative venture regarding the construction and maintenance of approximately 411 linear feet of multi-purpose asphalt trail to be located at the Vista View Regional Park (the "Park"); said trail is more specifically described in Exhibit "A," attached hereto and made a part hereof and is hereinafter referred to as the "Trail"; and

WHEREAS, COUNTY desires to allow TOWN to construct and maintain the Trail at the Park; and

WHEREAS, TOWN and COUNTY have determined that it would be mutually beneficial and in the best interest of the public to authorize TOWN to construct and maintain the Trail; NOW, THEREFORE,

In consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and TOWN agree as follows:

## ARTICLE 1

### DEFINITIONS

- 1.1 AGREEMENT: "Agreement" shall mean this document, Articles 1 through 9, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 BOARD: "Board" shall mean the Broward County Board of County Commissioners.
- 1.3 TOWN: "TOWN" shall mean the Town of Davie, through its Town Council.
- 1.4 CONTRACT ADMINISTRATORS: "Contract Administrators" shall mean respectively the Director of the Broward County Parks and Recreation Division, or the designee of such Director for COUNTY and the Director of the Town of Davie Public Works Department, or the designee of such Director for TOWN. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrators; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5 COUNTY: "County" shall mean Broward County, a body corporate and politic and a political subdivision of the State of Florida.
- 1.6 COUNTY ATTORNEY: "County Attorney" shall mean the chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.7 PROJECT: "Project" shall mean the services described in Article 2 herein and elsewhere in this Agreement and Exhibit "A."

## ARTICLE 2

### SCOPE OF SERVICES

- 2.1 The services to be provided under this Agreement by TOWN shall include the finance, design, permitting, construction and maintenance of the Trail in accordance with the terms and conditions of this Agreement. The services shall include the necessary professional, technical and/or general services as

applicable for the Project. TOWN, either directly or via third party contract(s), shall provide all services described in Exhibit "A," including all necessary, incidental and related activities and services required by the Project.

- 2.2 COUNTY shall have the right to review and approve the conceptual construction plan for the Trail consistent with this Agreement.
- 2.3 COUNTY agrees to grant TOWN reasonable access to COUNTY's property for the above-referenced construction Project and to perform perpetual maintenance. TOWN agrees to maintain the trail, at its expense, in perpetuity. The Trail shall be owned by TOWN, although the land beneath the Trail will remain in COUNTY's ownership.
- 2.4 The parties agree that the Contract Administrators have no authority to make changes that would increase, decrease, or otherwise modify the terms and conditions provided under this Agreement.

### ARTICLE 3

#### TRAIL USE

- 3.1 TOWN covenants that TOWN will not commit waste to or at the Park, and TOWN shall use due care and diligence to prevent others from doing same. TOWN covenants to keep and maintain the Park in good order and condition and, furthermore, TOWN covenants that it shall not commit a nuisance at the Park or officially permit others to do so; nor shall TOWN itself use the Park for any unlawful purpose, or allow any other person to do so.
- 3.2 COUNTY agrees that it will join, cooperate and shall execute such reasonable documents as may be required by law in connection with documents such as grants of easements, land use documents, governmental permits and plats, and other documents as may be reasonably requested by TOWN; provided, however, that such joinder shall not adversely affect COUNTY's use of the Park as contemplated by this Agreement.
- 3.3 COUNTY and TOWN agree that the Trail will be available as regulated to all residents and inhabitants of COUNTY and that any conditions assessed by COUNTY or TOWN will be identical for TOWN and COUNTY residents and inhabitants.

### ARTICLE 4

#### TIME FOR PERFORMANCE

TOWN and COUNTY agree that construction of the Trail shall be accomplished by TOWN within two (2) years from the date of execution of this Agreement by COUNTY. This deadline may be extended for a period not to exceed one (1) year from

the two (2) year term only after approval of COUNTY's Contract Administrator and TOWN's TOWN Manager.

## ARTICLE 5

### DEFAULT/TERMINATION

- 5.1 COUNTY shall have the right at any time to inspect the Trail described herein in order to determine compliance with this Agreement. In the event that either party fails to keep and perform any of the material terms, conditions or covenants under this Agreement, the other party shall provide written notice requiring the satisfactory and immediate correction of that failure within thirty (30) days. If the failure is not remedied within said thirty (30) days of receipt of written notification, this occurrence shall be deemed to be an event of default.

However, in the event that TOWN cannot fully comply with corrective action within the thirty (30) days due to unforeseen circumstances or circumstances reasonably beyond its control, and TOWN is exerting due diligence to comply with this Agreement and cure the defect, TOWN's Contract Administrator may request a reasonable extension of time from COUNTY's Contract Administrator to complete the cure for the defect. Granting of such an extension request for a reasonable period of time for the circumstances mentioned in this paragraph shall not be unreasonably withheld by COUNTY.

- 5.2 The parties acknowledge and agree that, in the event of a default under this Agreement by TOWN and failure by TOWN to cure such default as described in Section 5.1 above, COUNTY may at its option, (i) pursue all remedies that are available to COUNTY pursuant to Agreement, or (ii) cause this Agreement to be terminated.
- 5.3 In the event that TOWN is in default of this Agreement and has not cured the default as described in Section 5.1 above, and COUNTY elects to terminate this Agreement, TOWN shall lose its rights and obligations to develop and maintain the Trail and shall forfeit any monies expended to the date of termination. In the event of termination of this Agreement for a default by TOWN, COUNTY agrees that TOWN's responsibilities under this Agreement shall transfer to COUNTY as of the effective date of termination, excepting any TOWN legal or monetary obligations to third parties. However, if agreed upon by a vote of both COUNTY's Commission and TOWN's Council under terms and conditions acceptable to both parties, COUNTY may assume all the rights and obligations to construct and maintain the Trail. In this event, COUNTY shall have the full right and authority to enter upon, manage, operate and control the Trail.
- 5.4 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by COUNTY's County Administrator which the County Administrator deems necessary to protect the

public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

- 5.5 In the event of any default or breach of any of the terms of this Agreement, it is specifically acknowledged and agreed that either party shall, in addition to all other remedies which may be available in law or equity, have the right to enforce this Agreement by specific performance, injunctive relief, prohibition or mandamus to compel the other party to abide by the terms of this Agreement.

## ARTICLE 6

### LIABILITY

- 6.1 TOWN and COUNTY are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and each party agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.
- 6.2 COUNTY and CITY shall each individually defend any action or proceeding brought against their respective agency pursuant to this Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof.
- 6.3 COUNTY and CITY agree that no indemnification or hold harmless agreement shall be in effect concerning any claims, demands, damages and causes of action which may be brought against either party pursuant to this Agreement.
- 6.4 If TOWN utilizes the services of a contractor(s) for the design and/or construction of the Trail referenced herein above, any contract with a contractor(s) shall include the following provisions, which shall be modified accordingly to reflect indemnification of COUNTY as applicable since COUNTY may not be a party to the specific contract:

Indemnification: Contractor shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend County, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including



attorney fees, court costs, and expenses, caused by negligent act or omission of TOWN's contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this contract. To the extent considered necessary by COUNTY's Contract Administrator and the County Attorney, any sums due TOWN's contractor under the contract may be retained by TOWN until all of COUNTY's claims for indemnification pursuant to this contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by TOWN.

#### ARTICLE 7

#### INSURANCE

- 7.1 TOWN and COUNTY are self-insured governmental entities subject to the limitations of Section 768.28, Florida Statutes (2004), as may be amended from time to time. Each party shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes (2004), as may be amended from time to time.
- 7.2 If TOWN utilizes the services of a contractor for the design and/or construction of any of the Trail referenced herein above, the contract with the contractor(s) shall include the following provisions which shall be modified accordingly to reflect COUNTY as the additional insured since COUNTY may not be a party to the specific contract:
  - 7.2.1 TOWN's contractor shall furnish to TOWN's and COUNTY's Contract Administrators Certificates of Insurance or Endorsements evidencing the insurance coverages specified by this Article prior to the beginning performance of work under this Agreement.
  - 7.2.2 Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of TOWN's contractor is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

- 7.2.3 The policies shall be without any deductible amount and shall be issued by approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida.

## ARTICLE 8

### NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

#### COUNTY:

Director  
Parks and Recreation Division  
950 N.W. 38th Street  
Oakland Park, Florida 33309

#### TOWN:

Director  
Town of Davie, Public Works Department  
6591 Orange Drive  
Davie, Florida 33314

## ARTICLE 9

### MISCELLANEOUS

#### 9.1 AUDIT RIGHT AND RETENTION OF RECORDS

Each party shall have the right to audit the books, records, and accounts of the other party that are related to this Project. Each party shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

Each party shall preserve and make available, at reasonable times for examination and audit by the other party, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act

is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by a party to be applicable to the other party's records, the other party shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by either party. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for disallowance and recovery of any payment upon such entry.

## 9.2 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of whichever party requested or prepared same. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by one party, whether finished or unfinished, shall remain the property of that party and copies of same, if requested, shall be delivered by that party to the other's designated representative within seven (7) days of termination of this Agreement by either party. Any compensation due to either party shall be withheld until all documents are received as provided herein.

## 9.3 EEO COMPLIANCE

COUNTY and TOWN shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, disability, or sexual orientation (including but not limited to Broward County Code, Chapter 16½) in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement. COUNTY and TOWN shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY or TOWN deems appropriate.

COUNTY and TOWN shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. COUNTY and TOWN shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY or TOWN, as applicable, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

In addition, COUNTY and TOWN shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, COUNTY and TOWN represent that they have not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes (2004), as may be amended from time to time. COUNTY and TOWN hereby materially rely on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY or TOWN, as applicable to terminate this Agreement and recover from the other party all monies paid by it to the other party pursuant to this Agreement, and may result in debarment from COUNTY's or TOWN's competitive procurement activities.

9.4 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party without the other party's prior written consent.

9.5 MATERIALITY AND WAIVER OF BREACH

COUNTY and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

COUNTY's or TOWN's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.6 COMPLIANCE WITH LAWS

COUNTY and TOWN shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.7 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or TOWN elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

9.8 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

9.9 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 of this Agreement shall prevail and be given effect.

9.10 APPLICABLE LAW AND VENUE

Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party waives any rights it may have to a trial by jury of any such litigation.

9.11 FORCE MAJEURE

TOWN shall not be deemed in default with respect to any obligations of this Agreement if TOWN's failure to perform its obligations is due, in whole or in part, to any labor trouble (whether legal or illegal), civil disorder, weather condition, restrictive governmental law or regulation, condemnation, riot, insurrection, war, accident, casualty, act of God, act caused directly or proximately by COUNTY (or COUNTY's agents, employees or invitees) or third party, or any other cause beyond the reasonable control of TOWN.

9.12 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and TOWN.

9.13 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless set forth as provided for herein.

9.14 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibit "A" is incorporated into and made a part of this Agreement.

9.15 MULTIPLE ORIGINALS

This Agreement shall be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

9.16 RECORDATION/FILING

The County Administrator and Ex-Officio Clerk of the Broward County Board of County Commissioners is hereby authorized and directed after approval of this Agreement by the governing body of TOWN and COUNTY and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Interlocal Agreement with the Clerk of the Circuit Court of Broward County, Florida, for recording in the public records of Broward County, Florida, as required by Section 163.01(11), Florida Statutes (2004), as may be amended from time to time.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and TOWN OF DAVIE, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
County Administrator and  
Ex-Officio Clerk of the Board  
of County Commissioners of  
Broward County, Florida

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 2005.

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Jeffrey J. Newton, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
Patrice M. Eichen  
Assistant County Attorney

dvvtr071205

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF  
DAVIE CONSTRUCTION AND MAINTENANCE OF A MULTI-PURPOSE TRAIL BY  
THE TOWN OF DAVIE AT VISTA VIEW PARK**

TOWN

TOWN OF DAVIE

ATTEST:

By \_\_\_\_\_  
Town Manager

\_\_\_\_ day of \_\_\_\_\_, 2005.

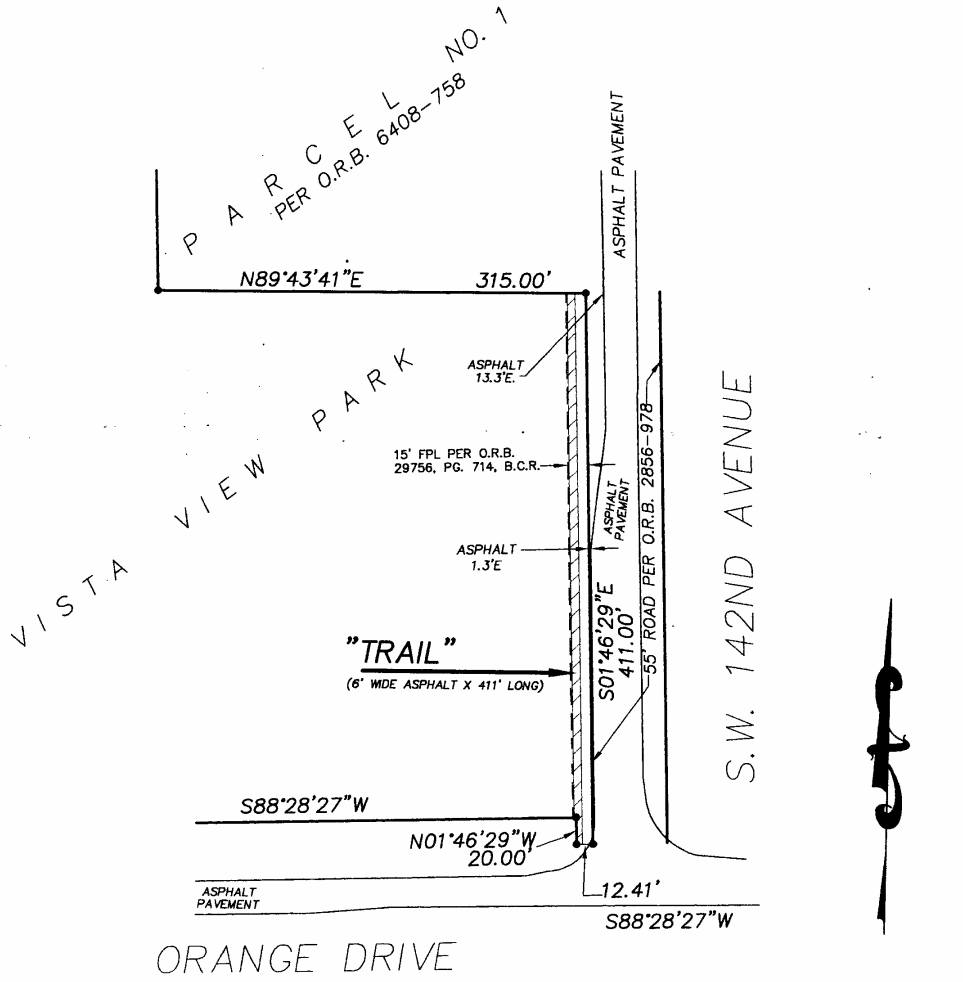
\_\_\_\_\_  
Town Clerk

Approved as to form:

By \_\_\_\_\_  
Town Attorney



EXHIBIT "A"  
VISTA VIEW PARK RECREATIONAL TRAIL



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